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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Great American Life Insurance Company
<b>TOI/Sub-TOI:</b>	A02.1I Individual Annuities- Deferred Non-Variable and Variable/A02.1I.004 Modified Single Premium		
<b>Product Name:</b>	GALIC E1829620NW/E1829720NW/E1829820NW iShares EAFE Endorsements/S&P Buffer Strategy Endorsement		
<b>Project Name/Number:</b>	/		

## Filing at a Glance

Company:	Great American Life Insurance Company
Product Name:	GALIC E1829620NW/E1829720NW/E1829820NW iShares EAFE Endorsements/S&P Buffer Strategy Endorsement
State:	District of Columbia
TOI:	A02.1I Individual Annuities- Deferred Non-Variable and Variable
Sub-TOI:	A02.1I.004 Modified Single Premium
Filing Type:	Form
Date Submitted:	02/12/2020
SERFF Tr Num:	GRAX-132259863
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	E1829620NW
Implementation	On Approval
Date Requested:	
Author(s):	Deanna Lusby, Leah Deaton
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Implementation Date:	

**State:** District of Columbia **Filing Company:** Great American Life Insurance Company  
**TOI/Sub-TOI:** A02.1I Individual Annuities- Deferred Non-Variable and Variable/A02.1I.004 Modified Single Premium  
**Product Name:** GALIC E1829620NW/E1829720NW/E1829820NW iShares EAFE Endorsements/S&P Buffer Strategy Endorsement  
**Project Name/Number:** /

## General Information

Project Name: Status of Filing in Domicile: Pending  
Project Number: Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Individual  
Submission Type: New Submission Individual Market Type:  
Overall Rate Impact: Filing Status Changed: 02/12/2020  
State Status Changed:  
Deemer Date: Created By: Leah Deaton  
Submitted By: Deanna Lusby Corresponding Filing Tracking Number:

### Filing Description:

Enclosed for your review and approval, please find the forms referenced above. These forms are new and do not replace any existing forms, nor have they been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

Form numbers E1829620NW and E1829720NW are indexed strategy endorsements that will add the iShares MSCI EAFE ETF indexed strategy to a variable indexed annuity contract. Form number E1829820NW is an indexed strategy endorsement that will add the S&P 500 Buffer Indexed Strategy to a variable annuity contract. These endorsements will be used with contract form numbers P1822217DC and P1823217DC, which were approved for use in your state on 08/21/2017, under SERFF File Number GRAX-G131158758, as well as any variable indexed annuity contracts approved in the future.

With this information I look forward to receiving a favorable response to this filing.

## Company and Contact

### Filing Contact Information

Deanna Lusby, Senior Compliance Filing Analyst dlusby2@gaig.com  
P. O. Box 5420 513-412-1055 [Phone] 11055 [Ext]  
Cincinnati, OH 45201-5420 513-361-5967 [FAX]

### Filing Company Information

Great American Life Insurance Company	CoCode: 63312	State of Domicile: Ohio
P. O. Box 5420	Group Code: 84	Company Type:
Cincinnati, OH 45201-5420	Group Name: Great American	State ID Number:
(800) 854-3649 ext. [Phone]	Financial Resources, Inc.	
	FEIN Number: 13-1935920	

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Great American Life Insurance Company
<b>TOI/Sub-TOI:</b>	A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.004 Modified Single Premium		
<b>Product Name:</b>	GALIC E1829620NW/E1829720NW/E1829820NW iShares EAFE Endorsements/S&P Buffer Strategy Endorsement		
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## Form Schedule

Lead Form Number: E1829620NW								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		iShares MSCI EAFE ETF Conserve Indexed Strategy	E1829620NW	POLA	Initial		57.600	E1829620NW.pdf
2		iShares MSCI EAFE ETF Growth Indexed Strategy	E1829720NW	POLA	Initial		57.500	E1829720NW.pdf
3		S&P 500 Buffer Indexed Strategy	E1829820NW	POLA	Initial		50.000	E1829820NW.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NAP</b>	Network Access Plan
<b>NOC</b>	Notice of Coverage	<b>OTH</b>	Other
<b>OUT</b>	Outline of Coverage	<b>PJK</b>	Policy Jacket
<b>POL</b>	Policy/Contract/Fraternal Certificate	<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider
<b>PRC</b>	Provider Contract/Provider Addendum/Provider Leading Agreement	<b>PRD</b>	Provider Directory



Home Office: Cincinnati, Ohio  
Administrative Office: [P.O. Box 5423, Cincinnati, Ohio 45201-5423]

## **iSHARES MSCI EAFE ETF [CONSERVE] INDEXED STRATEGY**

**Crediting Strategy Endorsement**  
**Index Gain Subject to a Maximum Gain for the Term**  
**No Index Loss (Maximum Loss 0%)**  
**Bailout Feature**

### **Gain**

Each day, the value of the Strategy includes the Vested Gain, if any, for the Term.

Vested Gain, if any, is calculated on and added to the remaining investment base for the current Term. For this purpose, the investment base starts with the amount applied to that Strategy at the start of the current Term. It is then reduced to pay for each withdrawal or charge taken from the Strategy during the current Term.

### **No Loss**

During each Term of this Strategy, the maximum loss is 0%. This means that on a day that the Index Change for the Term is negative, the value of the Strategy is equal to the remaining investment base for the current Term.

### **Index Change**

For this Strategy, Index Change is the increase or decrease in the price of the iShares MSCI EAFE ETF over a Term. This increase or decrease is expressed as a percentage of the Index Value at the start of the Term. It is measured from the Index Value at the start of the Term to the Index Value at the last Market Close on or before the date that the Index Change is determined.

### **Index Value**

For this Strategy, the Index Value is price of iShares MSCI EAFE ETF for the last reported sale on the New York Stock Exchange Arca. It is determined at each Market Close. The Index Value at the start of a Term is its value at the last Market Close on or before the first day of that Term. The Index Value at the end of a Term is its value at the final Market Close of that Term.

### **Market Close**

A Market Close for this Strategy is the close of the core trading session on the New York Stock Exchange Arca on each day that is a Market Day.

**Vested Gain**

Vested Gain is the portion any positive Index Change for the Term that is taken into account when determining the value of the Strategy. For any day of a Term, the Vested Gain is equal to:

- 1) any positive Index Change for the Term, but not exceeding the Maximum Gain set for the Term; multiplied by
- 2) the applicable vesting factor for that day; and then multiplied by
- 3) the remaining investment base for the current Term.

The vesting factors are set out on the Contract Specifications page.

**Maximum Gain**

The Maximum Gain is the largest positive Index Change for a Term taken into account to determine the Vested Gain. We will set the Maximum Gain for each initial or renewal Term of this Strategy before the first day of that Term. For a given Term, we may set a different Maximum Gain for amounts attributable to Purchase Payments received on different dates. The Maximum Gain for each Term of this Strategy shall never be less than 1%.

**Bailout**

We will waive the Early Withdrawal Charge [and Market Value Adjustment] on amounts that you withdraw from this Contract at the end of a current Term if the amounts are held under this Strategy and either:

- 1) the Maximum Gain set for the next Term of this Strategy is less than the Bailout Trigger for the current Term; or
- 2) this Strategy will not be available for the next Term.

If this waiver will apply to this Strategy at the end of the current Term, we will notify you in writing at least thirty (30) days before the current Term ends. You may elect a withdrawal under this provision by a Request in Good Order. Such a request must be received by us before the end of the current Term.

This waiver will only apply to the amount held under this Strategy for the Term that is ending. It will not apply to amounts then held under a different Strategy, or to amounts held under the same Strategy for a Term ending a different date. You may not carry over any unused part of the waiver from one Term to the next.

**Bailout Trigger**

Each current Term of this Strategy has its own Bailout Trigger, even if no funds are held under this Strategy for that Term. The Bailout Trigger for one current Term of this Strategy may be different from the Bailout Trigger for another current Term of this Strategy that started on a different date.

For a current Term, the Bailout Trigger for this Strategy is equal to the lowest of:

- 1) the initial Bailout Trigger of [3.00%]; or
- 2) the Bailout Trigger for the Term that ended on the date the current Term began; or
- 3) the Maximum Gain set for the current Term.

If the Maximum Gain is never set below the Bailout Trigger, then the Bailout Trigger will not change. If the Maximum Gain is ever set below the Bailout Trigger, then the Bailout Trigger will be reduced for the new Term and for each Term that starts on an anniversary of that Term start date.

### Index Information

iShares MSCI EAFE ETF (EFA on the New York Stock Exchange Arca) is an exchange traded fund that seeks to track the investment results of an index composed of large- and mid-capitalization developed market equities in Europe, Australia, and the Far East.

**[The iShares MSCI EAFE ETF is distributed by BlackRock Investments, LLC. iShares®, BLACKROCK®, and the corresponding logos are registered and unregistered trademarks of BlackRock, Inc. and its affiliates (“BlackRock”), and these trademarks have been licensed for certain purposes by Great American Life Insurance Company. Great American Life Insurance Company annuity products are not sponsored, endorsed, sold or promoted by BlackRock, and purchasers of an annuity from Great American Life Insurance Company do not acquire any interest in the iShares MSCI EAFE ETF nor enter into any relationship of any kind with BlackRock. BlackRock makes no representations or warranty, express or implied, to the owners of any Great American Life Insurance Company annuity product or any member of the public regarding the advisability of purchasing an annuity, nor does it have any liability for any errors, omissions, interruptions or use of the iShares MSCI EAFE ETF or any data related thereto.]**

**GAIN UNDER THIS CREDITING STRATEGY IS DETERMINED IN PART BASED ON THE iSHARES MSCI EAFE ETF. HOWEVER, THIS CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY EQUITY INVESTMENTS.**

This is part of your Contract. It is not a separate contract. It changes the Contract only as and to the extent stated. In all cases of conflict with the other terms of the Contract, the provisions of this Endorsement shall control.

Signed for us at our office as of the Contract Effective Date.



[  
[Mark F. Muething]  
[President]



[  
[John P. Gruber]  
[Secretary]



Home Office: Cincinnati, Ohio  
Administrative Office: [P.O. Box 5423, Cincinnati, Ohio 45201-5423]

## **iSHARES MSCI EAFE ETF [GROWTH] INDEXED STRATEGY**

**Crediting Strategy Endorsement**

**Index Gain Subject to a Maximum Gain for the Term**

**Index Loss Subject to 10% Maximum Loss for the Term**

**Bailout Feature**

### **Gain or Loss**

Each day, the value of the Strategy includes the Vested Gain or Loss for the Term.

Vested Gain or Loss is calculated on and added to the remaining investment base for the current Term. For this purpose, the investment base starts with the amount applied to that Strategy at the start of the current Term. It is then reduced to pay for each withdrawal or charge that taken from the Strategy during the current Term.

### **Index Change**

For this Strategy, Index Change is the increase or decrease in the price of the iShares MSCI EAFE ETF since the start of the Term. This increase or decrease is expressed as a percentage of the Index Value at the start of the Term. It is measured from the Index Value at the start of the Term to the Index Value at the last Market Close on or before the date that the Index Change is determined.

### **Index Value**

For this Strategy, the Index Value is price of iShares MSCI EAFE ETF for the last reported sale on the New York Stock Exchange Arca. It is determined at each Market Close. The Index Value at the start of a Term is its value at the last Market Close on or before the first day of that Term. The Index Value at the end of a Term is its value at the final Market Close of that Term.

### **Market Close**

A Market Close for this Strategy is the close of the core trading session on the New York Stock Exchange Arca on each day that is a Market Day.

**Vested Gain**

Vested Gain is the portion any positive Index Change for the Term that is taken into account when determining the value of the Strategy. For any day of a Term, the Vested Gain is equal to:

- 1) any positive Index Change for the Term, but not exceeding the Maximum Gain set for the Term; multiplied by
- 2) the applicable vesting factor for that day; and then multiplied by
- 3) the remaining investment base for the current Term.

The vesting factors are set out on the Contract Specifications page.

**Vested Loss**

Vested Loss is the portion any negative Index Change for the Term that is taken into account when determining the value of the Strategy. For any day of a Term, the Vested Index Loss is equal to:

- 1) any negative Index Change for the Term, after taking into account the Maximum Loss for each Term of this Strategy; multiplied by
- 2) the applicable vesting factor for that day; and then multiplied by
- 3) the remaining investment base for the current Term.

The vesting factors are set out on the Contract Specifications page.

**Maximum Gain**

The Maximum Gain is the largest positive Index Change for a Term taken into account to determine the Vested Gain. We will set the Maximum Gain for each initial or renewal Term of this Strategy before the first day of that Term. For a given Term, we may set a different Maximum Gain for amounts attributable to Purchase Payments received on different dates. The Maximum Gain for each Term of this Strategy shall never be less than 1%.

**Maximum Loss**

The Maximum Loss is the most negative Index Change for a Term taken into account to determine a Vested Loss. The Maximum Loss for each Term of this Strategy is 10%.

**Bailout**

We will waive the Early Withdrawal Charge [and Market Value Adjustment] on amounts that you withdraw from this Contract at the end of a current Term if the amounts are held under this Strategy and either:

- 1) the Maximum Gain set for the next Term of this Strategy is less than the Bailout Trigger for the current Term; or
- 2) this Strategy will not be available for the next Term.

If this waiver will apply to this Strategy at the end of the current Term, we will notify you in writing at least thirty (30) days before the current Term ends. You may elect a withdrawal under this provision by a Request in Good Order. Such a request must be received by us before the end of the current Term.

This waiver will only apply to the amount held under this Strategy for the Term that is ending. It will not apply to amounts then held under a different Strategy, or to amounts held under the same Strategy for a Term ending a different date. You may not carry over any unused part of the waiver from one Term to the next.



### **Bailout Trigger**

Each current Term of this Strategy has its own Bailout Trigger, even if no funds are held under this Strategy for that Term. The Bailout Trigger for one current Term of this Strategy may be different from the Bailout Trigger for another current Term of this Strategy that started on a different date.

For a current Term, the Bailout for this Strategy is equal to the lowest of:

- 1) the initial Bailout Trigger of [3.00%]; or
- 2) the Bailout Trigger for the Term that ended on the date the current Term began; or
- 3) the Maximum Gain set for the current Term.

If the Maximum Gain is never set below the Bailout Trigger, then the Bailout Trigger will not change. If the Maximum Gain is ever set below the Bailout Trigger, then the Bailout Trigger will be reduced for the new Term and for each Term that starts on an anniversary of that Term start date.

### **Index Information**

iShares MSCI EAFE ETF (EFA on the New York Stock Exchange Arca) is an exchange traded fund that seeks to track the investment results of an index composed of large- and mid-capitalization developed market equities in Europe, Australia, and the Far East.

**[The iShares MSCI EAFE ETF is distributed by BlackRock Investments, LLC. iShares®, BLACKROCK®, and the corresponding logos are registered and unregistered trademarks of BlackRock, Inc. and its affiliates ("BlackRock"), and these trademarks have been licensed for certain purposes by Great American Life Insurance Company. Great American Life Insurance Company annuity products are not sponsored, endorsed, sold or promoted by BlackRock, and purchasers of an annuity from Great American Life Insurance Company do not acquire any interest in the iShares MSCI EAFE ETF nor enter into any relationship of any kind with BlackRock. BlackRock makes no representations or warranty, express or implied, to the owners of any Great American Life Insurance Company annuity product or any member of the public regarding the advisability of purchasing an annuity, nor does it have any liability for any errors, omissions, interruptions or use of the iShares MSCI EAFE ETF or any data related thereto.]**

**GAIN OR LOSS UNDER THIS CREDITING STRATEGY IS DETERMINED IN PART BASED ON THE iSHARES MSCI EAFE ETF. HOWEVER, THIS CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY EQUITY INVESTMENTS.**

This is part of your Contract. It is not a separate contract. It changes the Contract only as and to the extent stated. In all cases of conflict with the other terms of the Contract, the provisions of this Endorsement shall control.

Signed for us at our office as of the Contract Effective Date.



[  
[Mark F. Muething]  
[President]



[  
[John P. Gruber]  
[Secretary]



Home Office: Cincinnati, Ohio  
Administrative Office: [P.O. Box 5423, Cincinnati, Ohio 45201-5423]

**S&P 500 [BUFFER] INDEXED STRATEGY**  
**Crediting Strategy Endorsement**  
**Index Gain Subject to a Maximum Gain for Each Term**  
**Index Loss Limited by Buffer Each Term**  
**Bailout Feature**

**Gain or Loss**

Each day, the value of the Strategy includes the Vested Gain or Loss for the Term.

Vested Gain or Loss is calculated on and added to the remaining investment base for the current Term. For this purpose, the investment base starts with the amount applied to that Strategy at the start of the current Term. It is then reduced to pay for each withdrawal or charge that taken from the Strategy during the current Term.

**Index Change**

For this Strategy, Index Change is the increase or decrease in the S&P 500® Index since the start of the Term. This increase or decrease is expressed as a percentage of the Index Value at the start of the Term. It is measured from the Index Value at the start of the Term to the Index Value at the last Market Close on or before the date that the Index Change is determined.

**Index Value**

For this Strategy, the Index Value is the standard industry value of the S&P 500 Index. It is determined at each Market Close. The Index Value at the start of a Term is its value at the last Market Close on or before the first day of that Term. The Index Value at the end of a Term is its value at the final Market Close of that Term.

**Market Close**

A Market Close for this Strategy is the close of regular trading on the New York Stock Exchange on each day that is a Market Day.

**Vested Gain**

Vested Gain is the portion any positive Index Change for the Term that is taken into account when determining the value of the Strategy. For any day of a Term, the Vested Gain is equal to:

- 1) any positive Index Change for the Term, but not exceeding the Maximum Gain set for the Term; multiplied by
- 2) the applicable vesting factor for that day; and then multiplied by
- 3) the remaining investment base for the current Term.

The vesting factors are set out on the Contract Specifications page.

**Vested Loss**

Vested Loss is the portion any negative Index Change for the Term that is taken into account when determining the value of the Strategy. For any day of a Term, the Vested Index Loss is equal to:

- 1) any negative Index Change for the Term, after taking into account the Buffer; multiplied by
- 2) the applicable vesting factor for that day; and then multiplied by
- 3) the remaining investment base for the current Term.

The vesting factors are set out on the Contract Specifications page.

**Maximum Gain**

The Maximum Gain is the largest positive Index Change for a Term taken into account to determine the Vested Gain. We will set the Maximum Gain for each initial or renewal Term of this Strategy before the first day of that Term. For a given Term, we may set a different Maximum Gain for amounts attributable to Purchase Payments received on different dates. The Maximum Gain for each Term of this Strategy shall never be less than 1%.

**Buffer**

The Buffer is the portion of a negative Index Change for a Term that is disregarded when determining a Vested Loss. The Buffer is determined for each day of a Term. After reaching the final Market Day of a Term, the Buffer is 10%. Before reaching the final Market Day of a Term, the Buffer is:

$$10\% \times \frac{365 - N}{365}$$

where N is equal to the number of days remaining until the final Market Day of the Term.

If the negative Index Change is smaller than the Buffer for the date for which the Strategy value is being determined, then the Buffer will eliminate the negative Index Change. If the negative Index Change is larger than the Buffer for the date for which the Strategy value is being determined, the Buffer will reduce the negative Index Change by an amount equal to the Buffer.

**Bailout**

We will waive the Early Withdrawal Charge [and Market Value Adjustment] on amounts that you withdraw from this Contract at the end of a current Term if the amounts are held under this Strategy and either:

- 1) the Maximum Gain set for the next Term of this Strategy is less than the Bailout Trigger for the current Term; or
- 2) this Strategy will not be available for the next Term.

If this waiver will apply to this Strategy at the end of the current Term, we will notify you in writing at least thirty (30) days before the current Term ends. You may elect a withdrawal under this provision by a Request in Good Order. Such a request must be received by us before the end of the current Term.

This waiver will only apply to the amount held under this Strategy for the Term that is ending. It will not apply to amounts then held under a different Strategy, or to amounts held under the same Strategy for a Term ending a different date. You may not carry over any unused part of the waiver from one Term to the next.

**Bailout Trigger**

Each current Term of this Strategy has its own Bailout Trigger, even if no funds are held under this Strategy for that Term. The Bailout Trigger for one current Term of this Strategy may be different from the Bailout Trigger for another current Term of this Strategy that started on a different date.

For a current Term, the Bailout for this Strategy is equal to the lowest of:

- 1) the initial Bailout Trigger of [3.00%]; or
- 2) the Bailout Trigger for the Term that ended on the date the current Term began; or
- 3) the Maximum Gain set for the current Term.

If the Maximum Gain is never set below the Bailout Trigger, then the Bailout Trigger will not change. If the Maximum Gain is ever set below the Bailout Trigger, then the Bailout Trigger will be reduced for the new Term and for each Term that starts on an anniversary of that Term start date.

#### **Index Information**

The S&P 500® Index is the Standard & Poor's 500™ Index. It excludes any dividends that may be paid by the firms that comprise the Index.

[The S&P 500 Index is a product of S&P Dow Jones Indices LLC ("SPDJI"), and has been licensed for use by Great American Life Insurance Company®. Standard & Poor's®, S&P® and S&P 500® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Great American Life Insurance Company. Great American Life Insurance Company's products and this Crediting Strategy are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices makes no representation or warranty, express or implied to the owners of Great American Life Insurance Company's products or any member of the public regarding the advisability of investing in securities generally or in Great American Life Insurance Company's products or this Crediting Strategy particularly or the ability of the S&P 500 Index to track general market performance. S&P Dow Jones Indices' only relationship to Great American Life Insurance Company with respect to the S&P 500 Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices or its licensors. The S&P 500 Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Great American Life Insurance Company or Great American Life Insurance Company's products. S&P Dow Jones Indices have no obligation to take the needs of Great American Life Insurance Company or the owners of Great American Life Insurance Company's products into consideration in determining, composing or calculating the S&P 500 Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices and amount of Great American Life Insurance Company's products or the timing of the issuance or sale of Great American Life Insurance Company's products or in the determination or calculation of the equation by which Great American Life Insurance Company's products is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Great American Life Insurance Company's products or this Crediting Strategy. There is no assurance that investment products based on the S&P 500 Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment advisor. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice. Notwithstanding the foregoing, CME Group Inc. and its affiliates may independently issue and/or sponsor financial products unrelated to Great American Life Insurance Company's products currently being issued by Great American Life Insurance Company, but which may be similar to and competitive with Great American Life Insurance Company's products. In addition, CME Group Inc. and its affiliates may trade financial products which are linked to the performance of the S&P 500 Index.

**S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING, BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY GREAT AMERICAN LIFE INSURANCE COMPANY, OWNERS OF GREAT AMERICAN LIFE INSURANCE COMPANY'S PRODUCTS, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OR ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND GREAT AMERICAN LIFE INSURANCE COMPANY, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.]**

**GAIN OR LOSS UNDER THIS CREDITING STRATEGY IS DETERMINED IN PART BASED ON THE S&P 500 INDEX. HOWEVER, THIS CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY EQUITY INVESTMENTS.**

This is part of your Contract. It is not a separate contract. It changes the Contract only as and to the extent stated. In all cases of conflict with the other terms of the Contract, the provisions of this Endorsement shall control.

Signed for us at our office as of the Contract Effective Date.



[  
[Mark F. Muething]  
[President]  
]



[  
[John P. Gruber]  
[Secretary]  
]

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Great American Life Insurance Company
<b>TOI/Sub-TOI:</b>	A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.004 Modified Single Premium		
<b>Product Name:</b>	GALIC E1829620NW/E1829720NW/E1829820NW iShares EAFE Endorsements/S&P Buffer Strategy Endorsement		
<b>Project Name/Number:</b>	/		

## Supporting Document Schedules

<b>Satisfied - Item:</b>	Explanation of Variables
<b>Comments:</b>	
<b>Attachment(s):</b>	NW - EOV - E1829620NW.pdf NW - EOV - E1829720NW.pdf NW - EOV - E1829820NW.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Actuarial Memorandum
<b>Comments:</b>	
<b>Attachment(s):</b>	Actl Memo.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Readability Certification
<b>Comments:</b>	
<b>Attachment(s):</b>	NW - Readability Certification.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

**Explanation of Variables  
Endorsement  
Form No. E1829620NW**

**BRACKETS**

- Hard Brackets [ ] – Denote that provision or text is variable.

**ENDORSEMENT**

- Administrative Office – Will insert the administrative office address of the company.
- Strategy Name – Will insert the name of the interest strategy.

**BAILOUT**

- Market Value Adjustment language – Will include “and Market Value Adjustment” if the endorsement is used with a base contract that includes a Market Value Adjustment.

**BAILOUT TRIGGER**

- Bailout Trigger – Will insert the Initial bailout trigger percentage (1%-10%) of the Endorsement as determined by the risk factors in the economic/investment environment at time of issue.

**INDEX INFORMATION**

- iSHARES MSCI EAFE ETF disclaimer language - Will input the disclaimer language required by iSHARES MSCI EAFE ETF under the licensing agreement which is subject to updates.
- Officer signatures – Will include signatures, names, and titles of currently acting officers.

**Explanation of Variables  
Endorsement  
Form No. E1829720NW**

**BRACKETS**

- Hard Brackets [ ] – Denote that provision or text is variable.

**ENDORSEMENT**

- Administrative Office – Will insert the administrative office address of the company.
- Strategy Name – Will insert the name of the interest strategy.

**BAILOUT**

- Market Value Adjustment language – Will include “and Market Value Adjustment” if the endorsement is used with a base contract that includes a Market Value Adjustment.

**BAILOUT TRIGGER**

- Bailout Trigger – Will insert the Initial bailout trigger percentage (1%-10%) of the Endorsement as determined by the risk factors in the economic/investment environment at time of issue.

**INDEX INFORMATION**

- iSHARES MSCI EAFE ETF disclaimer language - Will input the disclaimer language required by iSHARES MSCI EAFE ETF under the licensing agreement which is subject to updates.
- Officer signatures – Will include signatures, names, and titles of currently acting officers.



**Explanation of Variables  
Endorsement  
Form No. E1829820NW**

**BRACKETS**

- Hard Brackets [ ] – Denote that provision or text is variable.

**ENDORSEMENT**

- Administrative Office – Will insert the administrative office address of the company.
- Strategy Name – Will insert the name of the interest strategy.

**BAILOUT**

- Market Value Adjustment language – Will include “and Market Value Adjustment” if the endorsement is used with a base contract that includes a Market Value Adjustment.

**BAILOUT TRIGGER**

- Bailout Trigger – Will insert the Initial bailout trigger percentage (1%-10%) of the Endorsement as determined by the risk factors in the economic/investment environment at time of issue.

**INDEX INFORMATION**

- S&P 500 Index disclaimer language - Will input the disclaimer language required by S&P 500 Index under the licensing agreement which is subject to updates.
- Officer signatures – Will include signatures, names, and titles of currently acting officers.

# ACTUARIAL MEMORANDUM ADDENDUM

For Endorsements E1829620NW, E1829720NW and E1829820NW

These endorsements would allow the following Indexed Interest Rate strategies to be added. All strategy terms are one year in length. Three levels of downside protection are available:

- a. The Secure strategy has a floor that does not allow for a loss.
- b. The Reach strategy has a floor that allows for a maximum loss of 10% each term.
- c. The Buffer strategy is the portion of the negative change that is disregarded when determining the Vested Loss.

Each day of a term, the value of amounts held in an indexed strategy are adjusted based on the Vested Gain or Loss at the last market close. Vested Gain is the portion of any positive Index Change for the Term that is taken into account when determining the value of the strategy. The Vested Gain is the positive Index change for the Term up to the Maximum Gain multiplied by the applicable vesting factor for that day multiplied by the remaining investment base for the current Term. Vesting Factors are shown on the Specifications page of the Contract to which the endorsement is attached and will apply to all index interest strategies. The Maximum Gain will be declared by the company prior to each term but will never be less than 1%. Vested Loss is the portion of any negative Index Change for the Term that is taken into account when determining the value of the strategy. The Vested Loss is the negative Index change for the Term up to the Maximum Loss multiplied by the applicable vesting factor for that day multiplied by the remaining investment base for the current Term. The Maximum Loss is stated on the indexed strategy's endorsement as well as the Specifications page of the Contract to which the endorsement is attached and will apply to all terms of that indexed strategy.

In addition a Bailout Trigger will be offered in each strategy that will waive any applicable surrender charges on any amounts withdrawn at the end of a term if

1. the Maximum Gain for the next term is below the Maximum Gain in the current term or
2. the strategy will not be available for the next term.

The initial Bailout Trigger is set based on the economic forecast for the future and does not change unless the bailout provision is activated. In that instance, the policyowner is notified so that they may take their money out surrender charge free if they so choose. The Bailout Trigger would then be reduced to the Maximum Gain that had activated the bailout provision.

E1829620NW: Secure iShares MSCI EAFE Indexed Strategy:

Credited rates of interest are based on changes in the value of the iShares MSCI EAFE. The Maximum Loss for this strategy is 0.

E1829720NW: Reach iShares MSCI EAFE Indexed Strategy:

Credited rates of interest are based on changes in the value of the iShares MSCI EAFE. The Maximum Loss for this strategy is 10%.

E1829820NW: S&P 500 Buffer Indexed Strategy:

Credited rates of interest are based on changes in the value of the S&P 500.

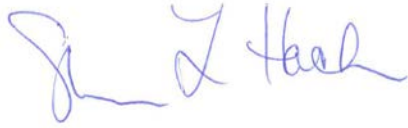
## DESCRIPTION OF THE INDEX

The Standard & Poor 500 and iShares MSCI EAFE ETF were chosen for two reasons. First, the index is liquid and hedging instruments are available to back this product. The second reason is changes in the values of the indices are reported daily in the press.

Advance notification will be provided to the insurance department if a substitute index replaces the index used by the policy along with the rationale for replacing the existing index. The criteria for selecting a substitute index if the current one is no longer in existence or applicable will be the following:

- a. the index will be a major index that represents the equity market,
- b. has hedging instruments available to back the product (if for the Crediting Index),
- c. the Company is able to secure a license to use, and
- d. has results that are accessible to the average person.

I certify that no other features of the contract are affected by this endorsement. The methodology for hedging, reserving and nonforfeiture compliance is also unchanged from the original filing.



Sherri L. Hach, ASA MAAA  
Product Development Actuary  
February 5, 2020

## Attachment 1: Sample Index Interest Rate Calculations

### Hypothetical Index Values

End of Month	SPXAV10P
0	730.22
1	704.78
2	722.37
3	731.33
4	726.41
5	740.28
6	758.77
7	740.25
8	767.04
9	745.17
10	754.38
11	762.31
12	763.19

### Index Strategy Examples:

	SPXAV10P
	Annual
	<u>Pt to Pt</u>
Cap	n/a
Par Rate	50%
Beginning Index Value	730.22
Ending Index Value	763.19
Index Change	4.52%
<b>Indexed Interest Rate:</b>	2.26%



P.O. Box 5423, Cincinnati, Ohio 45201-5423

**READABILITY CERTIFICATION**

I, John P. Gruber, an officer of Great American Life Insurance Company, hereby certify that the following form(s) has (have) the following readability score(s) as calculated by the Flesch Reading Ease Test and that this (these) form(s) meet(s) the reading ease requirements of the laws and regulations of your state.

<b><u>Form</u></b>	<b><u>Readability Score</u></b>
E1829620NW	57.6
E1829720NW	57.5
E1829820NW	50.0

**John P. Gruber, Esq.**  
**Senior Vice President and**  
**General Counsel and Secretary**

February 3, 2020